

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

TRANSFER
TAX
PAID

010932

THAT SIDNEY H. GELLER and ELIZABETH M. GELLER of Waterville in the County of Kennebec and State of Maine in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, paid by FIRSTMARK CORP., whose mailing address is 222 Kennedy Memorial Drive, Waterville, County of Kennebec and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said FIRSTMARK CORP., its successors and assigns forever;

A CERTAIN LOT OR PARCEL of land in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

COMMENCING on the east side of Upper Main Street at an iron pin which is the southwest corner of the land of Herbert Joseph; thence N 86° 15' E following along Joseph's south line a distance of three hundred fifty feet (350') to an iron pin; thence N 31° 15' E following along Joseph's east line one hundred feet (100'), more or less, to an iron pin; thence S 62° 0' E a distance of three hundred thirty-three feet (333') to an iron pin; thence S 38° 40' W a distance of two hundred thirty-five feet (235') to an iron pin; thence S 52° 0' E a distance of three hundred fifteen feet (315'), more or less, to an iron pin; thence S 45° 0' W a distance of two hundred twenty feet (220'), more or less, to an iron pin; thence S 86° 15' W a distance of two hundred forty feet (240') to an iron pin; thence S 3° 45' E a distance of twenty feet (20') to an iron pin; thence S 45° 0' E a distance of two hundred ninety-six feet (296'), more or less, to an iron pin on the north side of the Ridge Road; thence S 45° 0' W following along said Ridge Road a distance of fifty feet (50') to an iron pin; thence N 45° 0' W a distance of one hundred fifty feet (150') to an iron pin; thence S 45° 0' W a distance of one hundred eighty feet (180'), more or less, to an iron pin; thence N 3° 45' W a distance of two hundred thirty feet (230'), more or less, to an iron pin; thence S 86° 15' W a distance of two hundred fifty feet (250') to an iron pin on the east side of Upper Main Street; thence N 3° 45' W following along Main Street a distance of fifty feet (50') to an iron pin; thence N 86° 15' E a distance of one hundred fifty feet (150') to an iron pin; thence N 3° 45' W a distance of one hundred feet (100') to an iron pin; thence N 86° 15' E a distance of one hundred fifty feet (150') to an iron pin; thence N 3° 45' W a distance of one hundred feet (100') to an iron pin; thence S 81° 0' W a distance of one hundred forty feet (140'), more or less, to an iron pin; thence N 81° 0' W a distance of one hundred sixty feet (160'), more or less, to an iron pin on the east side of Upper Main Street; thence following along Main Street N 3° 45' W a distance of seventy-five feet (75'), more or less, to an iron pin; thence S 81° 0' E a distance of one hundred fifty feet (150'), more or less, to an iron pin; thence N 3° 45' W a distance of two hundred thirty feet (230') to an iron pin; thence N 86° 15' E a distance of one hundred fifty feet (150') to an iron pin; thence N 3° 45' W a distance of one hundred feet (100') to an iron pin; thence S 86° 15' W a distance of three hundred feet (300') to an iron pin on the east side of Upper Main Street; thence N 3° 45' W following along Upper Main Street, a distance of fifty feet (50') to the point of beginning.

REFERENCE is made to a Property Plan of Sidney H. Geller (formerly owned by Merton Levine), dated October, 1974, and recorded in the Kennebec County Registry of Deeds in Plan Book 46, Page 70.

THIS conveyance is subject to the following restrictions which will be binding upon said Grantee and all persons claiming or holding under or through said Grantee:

1. That said land shall be used only for residential purposes.
2. That no house for more than one family shall be built on any lot within the above described tract of land that has less than 15,000 square feet and any dwelling thereon shall cost no less than \$10,000.

RE TRANS

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3. No building, including garages, shall be erected or placed on said land nearer to the lines of any street than twenty-eight feet (28') and not nearer than fifteen feet (15') from any other boundary lines.
4. No animals, except household pets, to be kept on said premises.
5. No fence shall be erected on said premises unless approved by the herein Grantor.

THIS conveyance is also made subject to a right of way given to Central Maine Power Company and which is recorded in the Kennebec County Registry of Deeds in Book 1487, Page 203 and is made subject to any rights abutting property owners may have in any proposed streets as delineated on the aforesaid Plan.

THIS conveyance is also made subject to easements granted to Kennebec Water District and to the City of Waterville by instrument dated October 24, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1774, Page 145.

EXCEPTING AND RESERVING from this conveyance the parcel conveyed by Sidney H. Geller and Elizabeth M. Geller to Robert F. Cosgrove and Marjorie A. Cosgrove by Warranty Deed dated October 24, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1774, Page 110, which deed was rerecorded in Book 1857, Page 174.

ALSO, excepting and reserving from this conveyance the parcels conveyed by Sidney H. Geller and Elizabeth M. Geller to Laurent L'Heureux and Tobi Schneider by Warranty Deed, dated October 24, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1774, Page 309.

FURTHER, excepting and reserving the rights of Laurent L'Heureux and Tobi Schneider, their successors and assigns, to use the proposed streets for ingress and egress and the right, at their expense, to move the Central Maine Power Company right of way with Central Maine Power Company permission, which rights were also granted in said Warranty Deed recorded in Book 1774, Page 309.

MEANING AND INTENDING to convey hereby all of the remaining land and rights owned by Sidney H. Geller and Elizabeth M. Geller to the property acquired from Merton Levine by Warranty Deed, dated October 17, 1974 and recorded in the Kennebec County Registry of Deeds in Book 1773, Page 241 and rerecorded in Book 1777, Page 248.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said FIRSTMARK CORP., its successors and assigns, to it and its use and behoof forever.

AND we do COVENANT with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said SIDNEY H. GELLER and ELIZABETH M. GELLER have hereunto set our hands and seals this 5th day of June, 1990.

Signed, Sealed and Delivered
in the presence of:

Arnette M. Rossignol
Witness

Sidney H. Geller
Sidney H. Geller

Witness

Elizabeth M. Geller
Elizabeth M. Geller

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STATE OF MAINE
COUNTY OF KENNEBEC, ss.

June 5, 1990

Personally appeared the above named Sidney H. Geller and Elizabeth M. Geller and acknowledged the above instrument to be their free act and deed.

Before me,

Annette M. Rossignol
Notary Public

Print Name: Annette M. Rossignol
Commission Expires: May 10, 1994



RECEIVED KENNEBEC SS.

1990 JUN -8 AM 9:00

Handwritten Signature
REGISTER OF DEEDS